

**Funding Agreement
Between
County of El Dorado and Gilmore Vista
Homeowner's Association
Funding Agreement #8703**

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the Gilmore Vista Homeowner's Association, Inc., a non-profit organization, whose mailing address is Post Office Box 575, Pollock Pines, California 95726 (hereinafter referred to as "Grantee");

R E C I T A L S

WHEREAS, Grantee is a non-profit organization, and its purpose is to provide road maintenance and improvement services in the area formerly known as the Gilmore Vista Zone of Benefit #98122; and

WHEREAS, on November 14, 2023, the Gilmore Vista Zone of Benefit #98122 was dissolved by Resolution 170-2023; and

WHEREAS, the purpose of the Zone of Benefit Special Tax was to provide road maintenance and improvement services; and

WHEREAS, the Gilmore Vista Homeowner's Association will use the funds collected for the purpose for which they were intended; and

WHEREAS, the Board of Supervisors of the County of El Dorado finds that transferring residual Special Tax proceeds to the Gilmore Vista Homeowner's Association satisfies a valid public purpose by ensuring that the remaining amounts are used consistent for the purposes for which they were raised.

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds: Within forty-five (45) days of execution of this Agreement, County will reimburse funds to Grantee in the amount of \$15,744.75. Funds shall be used solely for the purpose of snow removal, road improvements, and maintenance services, consistent with Measure J that was approved by the voters on March 3, 2020. If the County determines by subsequent audit that Grantee did not use all or a portion of the funds consistent with this Agreement, Grantee shall repay to County any amount that was used for an invalid purpose.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire one (1) year from the date thereof, except that the obligation to use the funds consistent with Article I and Article V shall survive this Agreement's expiration.

ARTICLE III

Audits Required: If requested, Grantee shall submit to County a year-end financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute records for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the State, or any of their duly authorized representatives.

ARTICLE IV

Audit by California State Auditor: Grantee acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE V

Political Activity: Pursuant to California Government Code §§ 54964 and 54964.5, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Brian Mullens, Deputy Director
Maintenance & Operations

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Gilmore Vista Homeowner's
Association
Post Office Box 575
Pollock Pines, California 95726

Attn.: Rick Heider
President

or to such other location as Grantee directs.

ARTICLE VIII

Indemnity: To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

ARTICLE IX

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

ARTICLE X

Administrator: The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Department of Transportation, or successor.

ARTICLE XI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair of the Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- GILMORE VISTA HOMEOWNER'S ASSOCIATION --

By: *Rick Heider*
Rick Heider (May 1, 2024 09:26 PDT)
Rick Heider
President
"Grantee"

Dated: 05/01/2024